

4. 3385

10 19

LIBRARY
INSTITUTE OF MANAGEMENT
SCIENCE

JUL 1989

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

**THE MANCHESTER TOWNSHIP
BOARD OF EDUCATION**

AND

**THE MANCHESTER TOWNSHIP
SUPPORTIVE EDUCATION
ASSOCIATION, N.J.E.A.**

(Custodian, Bus Driver, Maintenance)

COVERING THE PERIOD

JULY 1, 1989

THROUGH

X **JUNE 30, 1992**

Manchester Township Board of Education

Harold C. Greenberg *President*

Edward Eriksson *Vice-President*

Robert Borthwick

Henry C. Losch

Richard T. Nolan

Cameron Orr

Carl S. Latacz

Superintendent of Schools

Richard P. Saxer

Assistant Superintendent for Business/Board Secretary

Joel R. Oppenheim

TABLE OF CONTENTS

PAGE

1	PREAMBLE	
1	ARTICLE I	<i>Recognition</i>
1	ARTICLE II	<i>Check Off and Agency Shop</i>
3	ARTICLE III	<i>Bill of Rights</i>
3	ARTICLE IV	<i>Management Rights</i>
3	ARTICLE V	<i>Hours of Work</i>
4	ARTICLE VI	<i>Seniority</i>
5	ARTICLE VII	<i>Longevity</i>
5	ARTICLE VII	<i>Overtime</i>
6	ARTICLE IX	<i>Call In Time</i>
6	ARTICLE X	<i>Holidays, Personal Days, Maternity Leave</i>
8	ARTICLE XI	<i>Vacation</i>
8	ARTICLE XII	<i>Sick Leave</i>
9	ARTICLE XIII	<i>Death in Family</i>
9	ARTICLE XIV	<i>Professional Days</i>
10	ARTICLE XV	<i>Hospitalization and Medical Benefits</i>
10	ARTICLE XVI	<i>Worker's Compensation</i>
10	ARTICLE XVII	<i>Uniform and Clothing Allowance</i>
11	ARTICLE XVIII	<i>Discipline and Discharge</i>
11	ARTICLE XIX	<i>Grievance Procedure</i>
13	ARTICLE XX	<i>Posting of Vacancies</i>
13	ARTICLE XXI	<i>Transfers</i>
13	ARTICLE XXII	<i>General Provisions</i>
15	ARTICLE XXIII	<i>Union Business and Visitations</i>
16	ARTICLE XXIV	<i>Equal Treatment</i>
16	ARTICLE XXV	<i>Strikes and Lockouts</i>
16	ARTICLE XXVI	<i>Safety and Health</i>
16	ARTICLE XXVII	<i>Association Bulletin Boards</i>
16	ARTICLE XXVII	<i>Complete Contract</i>
17	ARTICLE XXIX	<i>Termination and Extension</i>
17	ARTICLE XXX	<i>In-Services</i>
18	ARTICLE XXXI	<i>Wages and Salaries</i>
25	ARTICLE XXXII	<i>Printing of Agreement</i>
25	ARTICLE XXXIII	<i>Placement on Guide</i>

PREAMBLE

This Agreement entered into by the Board of Education of the Township of Manchester, located in Ocean County, N.J., hereinafter referred to as the "Board" or the "Employer", and The Manchester Township Supportive Education Association, N.J.E.A., hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be July 1, 1989.

ARTICLE I RECOGNITION

1:1 The Board recognizes the Manchester Township Supportive Education Association, N.J.E.A., as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may agree to include.

1:2 The bargaining unit shall consist of the following titles:

- A. Custodians, Groundskeeper/Custodians
- B. Bus Drivers
- C. Mechanics
- D. Maintenance Employees
- E. School and Transportation Aides
- F. CETA Employees in any above title

1:3 Excluded from the bargaining unit are all those positions not listed in #2 above.

ARTICLE II CHECK OFF AND AGENCY SHOP

2:1 If an employee covered by this contract does not become a member of the Association during any membership year (i.e. July 1 to the following June 30) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

A. Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

B. Legal Maximum

If the law is changed in regards to the maximum amount allowed to be charged nonmembers, above the 85% mark, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of change.

2:2 Twice, during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership period. Such notification will be done in June and January. The Board will deduct from the salaries of such employees, the full amount of the representation fee and promptly transmit the amount so deducted to the Association.

A. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership period in question. The deductions will begin with the first paycheck paid: (1) ten (10) days after receipt of the aforesaid list by the Board; or (2) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

B. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership period in question.

C. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

D. Changes

The Association will notify the Board, in writing, of any changes in the list provided for the above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

E. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

2:3 Board Liability

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conference with this provision.

ARTICLE III

BILL OF RIGHTS

To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

3:1 An employee shall be entitled to Association representation at each and every step of the grievance procedure set forth in this Agreement.

3:2 An employee shall be entitled to Association representation at each stage of a disciplinary hearing.

3:3 No employee shall be required by the Employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Association representation.

3:4 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

Except as abridged, limited or modified by the terms of this contract, the Employer may exercise all rights, powers and duties, authorities and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of New Jersey and the United States of America. Except as abridged, limited or modified by the terms of this contract all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of employees are retained by the Employer.

ARTICLE V

HOURS OF WORK

5:1 The regular work day for all custodians, mechanics, maintenance employees and groundskeeper/custodians shall consist of eight (8) consecutive hours, exclusive of meal periods.

5:2 The regular work week shall consist of five (5) consecutive workdays. The sixth and seventh days are to be considered as Saturday and Sunday, in regards to pay purposes. If the regular work week starts on a day other than Monday, it will apply to no more than two (2) employees each at the Middle and High Schools. Volunteers will be taken first, absent that the seniority list will be used for employee selection, that is last hired used first, etc. Saturday and Sunday work hours will be the same as the day shift-7:00 A.M.to 3:30 P.M. If original people in these positions leave or otherwise leave position vacant, the same procedure will be used to fill the vacancy.

5:3 The regular work day, regular hours of work and regular work shift shall not be changed unless the employee is given five (5) days notice.

5:4 There shall be a shift differential of 6 1/2% in 1989-90; 8% in 1990-91 and 10% in 1991-92 of base salary for those employees required to work any shift other than the regular day shift. (2nd shift is 3 to 11:30 P.M.) Any employee working beyond the day shift hours (custodial) to be compensated a differential as above on hours beyond the regular day.

5:5 Employees shall be entitled to a fifteen (15) minute rest period during every four (4) hour work period. The rest period shall be considered as time worked.

5:6 A regular work day for all bus drivers shall consist of no more than eight (8) working hours within an overall ten (10) hour period, as long as the schools are on regular session. If schools go off regular session, this clause to be renegotiated.

5:7 Any bus driver layover, at the same location, of more than fifteen (15) minutes and less than one hour, will be counted as one hour worked.

ARTICLE VI

SENIORITY

6:1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire as a contracted employee.

6:2 An employee having broken service with Employer shall not accrue seniority credits for the time he was not employed by the Employer.

6:3 If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given alphabetical order (of the employee's last name).

6:4 The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this agreement, and the Employer shall furnish copies of same to the Association upon reasonable request.

6:5 In all cases of demotions, layoffs, recalls, vacation schedules or other situations where employee advantages or disadvantages are concerned, the employee(s) with the greatest amount of seniority shall be given preference.

6:6 In the event layoffs are required, employees shall be laid off in inverse order of seniority in classification. Employees to be laid off shall be given fifteen (15) working days notice of such layoff, in advance, in writing. A copy of such notice shall be forwarded to the Association.

6:7 Employees on layoff shall be recalled before any individual is hired to fill the position from which he was laid off.

6:8 Recall of employees shall be made in the inverse order of layoff with the most senior employee on layoff being recalled first.

ARTICLE VII

LONGEVITY

7:1 Longevity payments will be made to unit members based on the following table:

<i>Years of service</i>	<i>Amount</i>
After five (5) years:	\$500.00
After ten (10) years:	\$400.00
After fifteen (15) years:	\$300.00

The above amounts are cumulative

Note: For the purpose of figuring years for longevity, a ten (10) month employee must be hired by February 1st, and a twelve (12) month employee must be hired by January 1st, in order to count that year as a full year.

7:2 Longevity pay will be part of the regular payroll check.

7:3 Longevity applies to full-time employees only.

7:4 There is no longevity for employees hired after July 1, 1989.

ARTICLE VIII

OVERTIME

8:1 Overtime shall be considered all time worked in excess of an employees contractual work day or work week and shall be compensated at the rate of one and one-half the employees contractual rate of pay, except for part-time employees.

8:2 All work performed on Saturday shall be at the rate of time and one-half.

8:3 All work performed on a Sunday shall be compensated at the rate of double-time. Legal holidays shall be the same as Sundays, plus the regular pay.

8:4 Overtime shall be offered on a rotating basis according to seniority, except for custodians where it shall be offered first to custodians in the same building. If any custodian in the affected building cannot work overtime, it will be offered to grounds/custodians and maintenace before the head custodians.

8:5 The Employer shall provide a list of employees and overtime worked on a twice a year basis to the Union. There shall be two lists. One of drivers, one of custodians.

8:6 There shall be a rotating list showing who is next in line for overtime, posted regularly and maintained at each Association bulletin board in the district. In reference to bus drivers, there shall be two lists, one for Saturdays, Sundays and Holidays, and one for all other trips. All other daily runs would be covered based on drivers availability using less than 8 hour drivers where feasible. These lists shall be posted regularly and maintained on the driver's bulletin board. If a driver's overtime is canceled, he/she is not to lose their place on the overtime list.

8:7 Overtime shall be paid currently, or at least no later than the second pay period after the overtime performed, with time cards submitted. Overtime check stubs will provide an accounting of the overtime worked.

8:8 No driver shall be required to drive more than the total number of actual student days attended by the Manchester Township students. Drivers driving additional days will be paid overtime at time and one half, on an hourly basis.

8:9 The hourly rate of pay for custodians working for outside concerns using the buildings shall be at their contractual rate of pay.

ARTICLE IX

CALL IN TIME

9:1 Any employee who is required to and does return to work during periods other than his regularly scheduled shift shall be guaranteed pay for two (2) hours at time and one-half his normal rate of pay, regardless of the number of hours actually worked.

9:2 If the call in period exceeds two (2) hours, the additional time will be at the rate of time and 1/2.

9:3 The guarantee of two (2) hours shall not apply to periods which directly precede a work shift by less than two (2) hours.

9:4 Employees are to be paid from time of phone call if notified to report immediately.

ARTICLE X

HOLIDAYS, PERSONAL DAYS, MATERNITY LEAVE

10:1 Twelve month employees covered by this agreement shall be entitled to sixteen (16) holidays. The actual day of celebration will be determined by the Superintendent of Schools once the school calendar has been adopted by the Board for the following year.

10:2 Holidays which fall within an employees' vacation period shall be celebrated at the employee's option subject to his/her supervisor's approval.

10:3 The Board shall grant two (2) personal days. The employee shall not be required to state the reason for taking such leave other than stating that it is a personal day and giving his/her supervisor three (3) days notice. In case of emergency, the three (3) days notice is waived.

Personal days not used in a school year shall be transferred to the individual's accumulated sick days at the rate of one for one. No more than three (3) custodians and three (3) bus drivers will be allowed to take the same personal days. Allowable days will be on a "first come-first serve" basis; extenuating circumstances considered. No personal days will be allowed on days immediately prior to or after holidays. Consideration of extenuating circumstances will be given by the Superintendent. Half personal days will be allowed.

10:4 Maternity Leave

No employee shall be removed from their duties during their pregnancy except on one of the following basis:

- 1) The Board of Education has found that their performance has noticeably declined; or**
- 2) If the basis is for physical condition or capacity:**
 - a. The pregnant employee cannot produce a certification from their physician that they are medically able to continue working; or**
 - b. The Board of Education's physician and the employee's physician agree that they cannot continue working, provided however, that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of that employee's capacity to continue working.**
 - c. Any other just cause.**

All pregnant employees may apply to the Board for a leave of absence without pay and shall be granted that leave at anytime before the expected date of birth and continue to a specific date after the birth.

Use of sick days for maternity leave shall not exceed thirty (30) days prior, or thirty (30) days after the anticipated delivery date. No employee shall be barred from returning to work after the birth of their child solely on the ground that there has not been a time lapse between the birth and their desired date of return, except as is provided in the preceding paragraph.

Any employee seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at the time they notify the Superintendent of their pregnancy which shall be at least sixty (60) days prior to commencement of said leave. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the date which they desire to return from said leave of absence. The Board shall grant such leave of absence with the requested commencement date and the date of return, which commencement date may be any time prior to birth.

Any employee may return to work within the school year in which their leave begins, provided they shall have requested to do so in their application for a leave of absence and shall have specified the month when they desire to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if they make application at least six (6) weeks prior to the expiration date of their leave of absence and subject to the provisions of this Article.

ARTICLE XI

VACATION

11:1 Twelve (12) month employees shall be entitled to the following vacation allowance:

After one (1) year of service:	Ten (10) days
After five (5) years of service:	Fifteen (15) days
After ten (10) years of service:	Twenty (20) days
After fifteen (15) years of service:	Twenty-five (25) days

11:2 Vacation pay shall be provided to the employee before the start of the vacation if requested in writing at least twenty (20) days prior to the start of the approved vacation. Vacation pay shall be issued for approved vacation periods of at least five (5) consecutive days.

11:3 Employees must request a vacation of a least five (5) days or more at least fifteen (15) days in advance. Employees must request vacation periods of less than five (5) days, at least five (5) days in advance, any time of the year.

11:4 Any conflicts in vacation requests shall be settled on a basis of seniority. Requests for vacation are to be made in writing to the employee's supervisor. Requests for vacation days due to an emergency will be granted whenever possible.

11:5 Vacation days can be accrued and used during the next eligibility year. No more than one year's vacation may be accrued. Note: While vacation time can be accrued and used during the next eligibility year, the Manchester Township Board of Education strongly urges its employees to use vacation time as it is earned.

11:6 Accrued vacation time shall be paid to the employee upon giving two (2) weeks notice of resigning or retiring, upon time of separation.

11:7 Vacation allowance is determined by employee's anniversary date of hire.

11:8 If an employee transfers from a ten (10) month to a twelve (12) month position, total months worked shall be divided by twelve (12) to arrive at appropriate vacation allowance.

11:9 Vacation schedule requests taken between April 1 and April 30 will be based upon seniority. Requests received after May 1 will be on a first come-first serve basis.

ARTICLE XII

SICK LEAVE

12:1 Employees shall be entitled to the following number of sick days with pay:

A. Twelve Month employees:

The Board will grant fourteen (14) sick days per year according to law, and up to nineteen (19) days at the Board's discretion. The extra five (5) days possible are not to be construed as cumulative.

B. Ten Month employees:

The Board will grant twelve (12) sick days per year according to law, and up to seventeen (17) days at the Board's discretion. The extra five (5) days possible are not to be construed as cumulative.

12:2 Unused sick days shall be accumulated from year to year.

12:3 Night shift employees shall call the office of the Supervisor of Buildings and Grounds by 12 noon on the day of absence. Day shift employees shall call the Head Custodian at home, no later than 6:00 A.M. on the day of absence. Mid-shift employees shall call the Office of Buildings and Grounds no later than 8:00 A.M. on the day of absence. Employees will be docked \$20.00 each time these procedures are not followed.

12:4 If an employee leaves from work for reasons of illness, he shall be charged pro-rata for sick days.

12:5 Previously accumulated sick leave will be restored to any association member upon return from an extended Board approved leave of absence.

12:6 Upon retirement or involuntary layoff, the employee shall be compensated for their accumulative sick leave at the rate of half (1/2) pay for each full day, with a maximum dollar amount of \$3,700.00 in the 1989-90 year; \$4,300.00 in the 1990-91 year and \$5,000.00 in the 1991-92 year.

ARTICLE XIII

DEATH IN FAMILY

A leave of absence with pay, up to and including three (3) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family. A reasonable extension of time beyond the allotted time may be allowed by the Superintendent when circumstances justify such action. For the purpose of clarification, immediate family shall include the following: Mother, Father or Parental Guardian; Brothers and Sisters; Spouse; Children; Grandmother or Grandfather; Mother-in-law and Father-in-law; Brother-in-law and Sister-in-law. Notification of funeral arrangements shall be given to the appropriate supervisor as soon as practicable.

ARTICLE XIV

PROFESSIONAL DAYS

The Superintendent may authorize absences of employees for professional purposes, not to exceed three (3) school days in any school year. The employees shall make application for the authorization of such absence at least (10) days in advance of their occurrence.

ARTICLE XV

HOSPITALIZATION AND MEDICAL BENEFITS

15.1 The Board will pay full premium on the Family Plan for medical and surgical under carriers of their choice, except that such coverage shall be at least equal to the same as the PACE program. Any new or additional medical benefits instituted under the New Jersey State Health Benefit Plan shall be subject to negotiations upon implementation of such new benefits.

15.2 The Board will pay full premium on the Family Plan for dental care under a carrier of their choice. Such plan will be 80/20 for 89-90; 90/10 for 90-91 and 100% for 91-92.

15.3 A vision/eyeglass/prescription plan of the Board's choosing shall be implemented; covering the same personnel and dependents as present medical coverage.

15.4 The Board will pay full premium on the Family Plan for a \$2.00 Co-Pay Prescription Plan of their choice. The plan will include insulin and contraceptives.

15.5 All employees on leave without pay, or those who retire, shall have the option to remain in all the medical group plans and shall reimburse the Board at the group rate, three (3) months in advance.

ARTICLE XVI

WORKER'S COMPENSATION

Worker's compensation benefits will be provided as set forth in N.J.S.A. 18A:30-2.1.

ARTICLE XVII

UNIFORM & CLOTHING ALLOWANCE

17:1 Employees covered by this agreement, except bus drivers and school aides, shall be supplied with uniforms and shoes appropriate for their particular job. Females shall be supplied with feminine style uniforms.

A. Uniforms

The employer shall purchase the uniforms and choose the same. Employees shall receive four (4) uniforms in the first year and second year of employment, three (3) uniforms in each of the third and fourth years, and two (2) uniforms each year thereafter. In the case of bus mechanic, maintenance person and helpers, the Board will pay for a uniform renting and cleaning service. The Board will pay for cleaning service for uniforms for groundskeeper/custodians. Coats/jackets for winter wear shall be provided for groundskeepers only.

B. Shoes

The Board will pay for two (2) pairs of safety shoes per year, from a store designated by the Board. The particular safety shoe will also be designated by the Board.

17:2 Foul weather gear shall be made available to employees, except school aides and bus drivers. Such gear shall be in sufficient amount for reasonable use and shall be in good condition.

17:3 Protective gear shall also be available for employee use where deemed necessary.

17:4 Sewer plant attendant to be supplied with protective clothing (coveralls, gloves, boots) and is responsible for the cleaning of such gear to the extent possible.

17:5 If a uniform is torn or otherwise damaged, it shall be replaced.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

18:1 The manner of discipline or reprimand shall be done in private to avoid embarrassment to the employee involved, except in unusual or extenuating circumstances.

18:2 Other than an oral reprimand, the employee and the Association shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore.

18:3 In the case of a disciplinary action involving a fine, suspension or termination of employment, the employee shall be granted a hearing before the Board, within thirty (30) days of such action, if requested. At that time, the employee shall have a right to respond to the action taken, present evidence and/or testimony, and to cross examine witnesses.

18:4 Discipline and discharge shall be for just cause only.

18:5 No derogatory material may be placed in an employee's file without his/her seeing it and having an opportunity to sign it. Such material must also be signed by the appropriate supervisor or administrator.

ARTICLE XIX

GRIEVANCE PROCEDURE

19:1 For the purpose of this contract, a grievable matter shall be understood to be a breach, misinterpretation or improper application of the terms of this contract or a denial of legal rights covered by this contract. The following procedure shall be used to affect settlement of grievances:

Step 1

(a) The aggrieved person shall submit his grievance in writing to the appropriate supervisor within ten (10) days of the incident unless extenuating circumstances prohibit meeting this time stipulation.

(b) The supervisor will answer or settle the matter within five (5) days of receipt of the grievance.

Step 2

(a) The aggrieved person may appeal to the Assistant Superintendent for Business, ten (10) days after the expiration of Step 1.

(b) The Assistant Superintendent for Business will answer or settle the matter within five (5) days after the receipt of the grievance.

Step 3

(a) The aggrieved person may appeal to the Superintendent within ten (10) days after the expiration of Step 2.

(b) The Superintendent will answer or settle the matter within ten (10) days after the receipt of the grievance.

Step 4

(a) The Board of Education or its representative shall meet with and respond to the grievant within forty-five (45) days of the receipt of the grievance.

19:2.

A. If the aggrieved person is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted to arbitration within forty-five (45) school days after the expiration of Step 4.

B. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

D. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

E. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided by in this Agreement.

F. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding on the aggrieved employee or employees, the Association and the Board.

G. All fees of the arbitrator, including, but not limited to necessary travel expenses, fees for transcripts, and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each party shall pay the fees of its own counsel.

19:3 Nothing in this Article shall be construed to deny to the grievant the right of appeal to PERC, the Commissioner or the courts.

19:4 In any step of the procedure the grievant may be accompanied by no more than two representatives of his choosing.

ARTICLE XX

POSTING OF VACANCIES

At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions the Employer agrees to post said vacancies on the Bulletin Board.

ARTICLE XXI

TRANSFERS

21:1 All requests for transfers to newly created positions shall be made by the employee in writing.

21:2 The Employer shall notify the employee and the Association within five (5) working days of the original request for a transfer to a vacant position as to the reason for denial of aforementioned request. All denials shall be subject to the grievance procedure as set forth in this Agreement.

21:3 All transfers and/or requests for transfer shall be made on the basis of an employee's seniority as set forth in this Agreement, and the employee's suitability for such position.

ARTICLE XXII

GENERAL PROVISIONS

22:1 All Personnel

A. Employees shall not be required to do work outside of their normal duties, which are normally performed by a person in another classification, except in emergencies.

B. Employees requested to use their private vehicles during working hours, in connection with their work and with the permission of their supervisor, shall be reimbursed for such use at the rate of twenty-five (25) cents per mile, plus tolls and expenses.

C. Any employee required to furnish tools or equipment and authorized to do so by the Superintendent, shall be provided insurance adequate to cover the replacement cost of such tools or equipment if lost, stolen or damaged.

D. Employees shall be allowed to take a non paid leave of absence of up to six (6) months at the discretion of the Board.

E. Complete job descriptions shall be written for every job category included in this contract. They shall be given to the President of the Association for distribution. Each job description shall become effective thirty (30) days after the Association has been given an opportunity to review and comment on the descriptions.

F. The Supervisor of Buildings and Grounds and the Supervisor of Transportation shall not be allowed to perform duties of the Association's members, or to work overtime, except under emergency conditions as declared by the Superintendent.

G. Any Association member required to work on a snow day shall not be docked in pay if arriving late due to weather conditions. If such late arrival is excessive, but at least one and one-half hours after regular starting time docking shall be at the discretion of the supervisor. Night shift employees shall work during a weather emergency without overtime pay unless they exceed an eight (8) hour day. After snow is removed from walkways etc., employees may leave at the discretion of the supervisor.

H. A covered shelter shall be provided at the gas pumps.

I. The Board shall pay 100% of the cost for books, courses and tuition for courses taken within the following limitations:

1. They be approved by the Superintendent and the Board in advance of their being taken.
2. They are educational and clearly related to the employee's field of work.

The Board shall pay for all courses they recommend to be taken by an employee.

J. The Association president shall be notified of new rules and regulations at least ten (10) days prior to their taking effect, unless such rules/regulations are of an emergency nature.

K. Employees filling in for supervisors (Supv. of Buildings and Grounds, Supv. of Transportation, Head Custodians, Head Groundskeeper, Head of Maintenance) and appointed to do so by the appropriate supervisor, shall be paid a stipend appropriate to the supervisor if said appointment is for two or more days.

22:2 Bus Drivers

A. When drivers are required to go on an all-day class trip, they shall receive a lunch allowance of \$8.00 and/or a dinner allowance of \$10.00 if the trip goes past 7:00 P.M. Driver shall be entitled to both allowances if the trip is over ten (10) hours. Same amounts are applicable to other employees.

B. Bus routes for the new school year will be picked the second week of August on a seniority basis. In the event that more than five (5) additional stops are added to a route, prior to August 30th, which has been previously selected, the effected driver may elect to choose another route, based upon seniority. The Transportation Supervisor shall assign as many eight (8) hour days as possible.

C. Up to three (3) people designated by the Association shall be allowed to meet with the Transportation Supervisor prior to the establishment of bus routes for the upcoming year, in order to make suggestions and have input. This committee of the Association may also make suggestions for changes during the school year.

D. Where possible, drivers shall receive the same bus they were assigned the previous year and be allowed, where possible, to use such vehicles on all trips.

E. Drivers may request bus aides on Special Education runs. Such requests must be made in writing to the Assistant Superintendent of Business. A decision shall be made within five (5) school days of date of request. If a decision is made not to place an aide on the Special Education run in question, no new request for same shall be made unless there is a sufficient change in circumstances. Reason for denial shall be given in writing.

F. Full-time bus drivers shall be offered the first chance to take extracurricular activity runs, on a rotating, seniority basis, provided the extra run does not interfere with the driver's regularly scheduled runs.

G. Bus drivers must sweep their buses each day and keep the windshield and rear window of their bus clean. Vehicles will be cleaned twice a year by persons other than drivers.

H. Any eight hour packaged run that becomes available for at least five consecutive days due to reasons such as illness, leave of absence, etc., shall be offered to non-eight hour drivers on a seniority basis before calling in a sub.

I. Drivers shall be paid a flat rate of one hour of their regular contract rate for taking buses to the inspection station. If inspection trip is overtime, over time language shall prevail.

22:3 Custodians

A. A custodian shall be assigned to work at any school which has an event scheduled, for the duration of the event, unless a custodian is assigned there as part of their regular work day.

B. Custodians on stand-by at home for summer township concerts shall receive a minimum of two hours overtime. Said custodians must be advised by 6 P.M. if concert is to be moved to the High School.

ARTICLE XXIII

UNION BUSINESS & VISITATIONS

23:1 Officers of the local Association may, during working hours and without loss of pay:

A. Investigate and confer on grievances and disciplinary actions;

B. Post notices on the Association bulletin boards;

C. Meet and confer with representatives of N.J.E.A.

23:2 Representatives of the N.J.E.A. may enter the employer's premises for the purpose of investigating and/or conferring on grievance or grievances and disciplinary actions. Such visitation shall be allowed after the front office of the particular school or the supervisor of the particular work location is notified, and approves, of the visit.

23:3 Any and all Association business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the school system.

23:4 The Association shall have the right to use school facilities and equipment including typewriters, mimeo machines, other duplicating equipment, calculators and all types of AV equipment, with the exception of telephones, at reasonable times when such equipment is not otherwise in use, upon approval of the building principal provided: the proposed operators know how to operate such equipment and such use is not during school hours.

23:5 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon approval of the building principal. The appropriate principal shall be notified in advance of the time and place of all such meetings. Approval shall not be unreasonably withheld.

ARTICLE XXIV

EQUAL TREATMENT

All employees shall be treated equally regarding terms and conditions of employment and there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, Association membership or activities.

ARTICLE XXV

STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Association will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, and the Employer shall not cause a lockout.

ARTICLE XXVI

SAFETY AND HEALTH

The employee shall, at all times, maintain safe and healthful working conditions.

ARTICLE XXVII

ASSOCIATION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used solely by the Association. Size and location will be subject to the Superintendent's approval.

ARTICLE XXVIII

COMPLETE CONTRACT

All past and existing practices pertaining to terms and conditions of employment which are not specifically mentioned in the agreement are understood to be incorporated herein, to the extent not inconsistent herewith. The Employer and the Association acknowledge this to be the complete contract and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented.

ARTICLE XXIX

TERMINATION & EXTENSION

29:1 This Agreement shall be in effect from July 1, 1989 through June 30, 1992.

29:2 Negotiations for a successor agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This agreement will remain in full force and effect during the period of successor negotiations.

ARTICLE XXX

IN-SERVICES

30:1 Bus Drivers

There can be up to six (6) hours per year of unpaid in-service exclusive of the required School Bus Supplemental Defensive Driving Course. Such in-service shall require at least seventy-two (72) hours notice. All drivers shall be required to attend the School Bus Supplemental Defensive Driving Course once every three years. Newly employed drivers shall take this course within the first year of employment.

30:2 Custodians/Maintenance/Groundskeepers

There can be up to six (6) hours of unpaid in-service per year which may be scheduled at the discretion of the Supervisor of Buildings and Grounds giving at least seventy-two (72) hours notice of same.

30:3 In-services are not to exceed one hour on any work day, and not to be held on weekends. If at all possible, in-services are to be held on teacher in service day as per school calendar.

ARTICLE XXXI
WAGES AND SALARIES

CUSTODIANS

<i>STEPS</i>	<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
Step 1	\$12093.	\$12789.	\$13599.
Step 2	12593.	13242.	14005.
Step 3	13140.	13789.	14500.
Step 4	13797.	14388.	15099.
Step 5	14520.	15108.	15755.
Step 6	15166.	15899.	16543.
Step 7	16250.	16606.	17410.
Step 8	17290.	17793.	18184.
Step 9	18462.	18933.	19484.
Step 10	19119.	20159.	20731.
Step 11	19677.	20935.	22074.
Step 12	20017.	21535.	22924.
Step 13	20455.	21918.	23581.
Step 14	21341.	22398.	24000.
Step 15	24484.	23369.	24526.
Step 16		26810.	25588.
Step 17			29357.

MAINTENANCE

<i>STEPS</i>	<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
Step 1			
Step 2	\$21013.		
Step 3	21780.	23009.	
Step 4	22437.	23849.	25195.
Step 5	23094	24568.	26114.
Step 6	23937.	25287.	26902.
Step 7	24780.	26211.	27690.
Step 8	25623.	27134.	28701.
Step 9	26466.	28057.	29712.
Step 10	27309.	28980.	30723.
Step 11	28152.	29904.	31734.
Step 12	28996.	30827.	32745.
Step 13		31750.	33755.
Step 14			34766.

BUS MECHANIC

<i>STEPS</i>	<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
Step 1	\$18044.	\$18943.	\$20014.
Step 2	18944.	19758.	20914.
Step 3	19929.	20743.	21635.
Step 4	20915.	21822.	22714.
Step 5	21900.	22901.	23895.
Step 6	23083.	23981.	25077.
Step 7	24254.	25275.	26259.
Step 8	25437.	26558.	27677
Step 9	26630.	27854.	29081.
Step 10	27955.	29160.	30499.
Step 11	29357.	30611.	31931.
Step 12	31700.	32146.	33519.
Step 13		34712.	35200.
Step 14			38009.

BUS DRIVERS

<i>STEPS</i>	<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
Step 1	\$10731.	\$11210.	\$11787.
Step 2	11268.	11750.	12327.
Step 3	11815.	12338.	12867.
Step 4	12363.	12937.	13510.
Step 5	13041.	13537.	14167.
Step 6	13819.	14280.	14823.
Step 7	14509.	15132.	15637.
Step 8	15286.	15887.	16569.
Step 9	15987.	16738.	17396.
Step 10	17454.	17506.	18329.
Step 11	18122.	19112.	19169.
Step 12	19009.	19844.	20928.
Step 13	20017.	20815.	21729.
Step 14	20904.	21918.	22793.
Step 15	22798.	22889.	24000.
Step 16	24243.	24964.	25064.
Step 17		26546.	27335.
Step 18			29068.

BUS MECHANIC'S HELPER

<i>STEPS</i>	<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
Step 1	\$13777.	\$14543.	\$15439.
Step 2	14377.	15086.	16039.
Step 3	15034.	15743.	16519.
Step 4	15691.	16463.	17239.
Step 5	16348.	17182.	18027.
Step 6	17016.	17901.	18814.
Step 7	17690.	18633.	19602.
Step 8	18374.	19370.	20403.
Step 9	19042.	20120.	21210.
Step 10	19710.	20851.	22031.
Step 11	20389.	21582.	22832.
Step 12	21057.	22326.	23633.
Step 13		23057.	24447.
Step 14			25248.

Transportation Aides

Salary Schedule

<i>Step</i>	<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
1	\$ 5.50	\$ 5.75	\$ 6.00
2	5.75	6.02	6.29
3	6.00	6.30	6.59
4	6.25	6.57	6.90
5		6.84	7.19
6			7.50

Certified Transportation Aides

1989-90: + \$.75

1990-91: + \$.82

1991-92: + \$.90

STIPENDS

Head Custodian
High School

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$2738.	\$2998.	\$3283.

Head Custodian
Middle School

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$1686.	\$1846.	\$2021.

**Head Custodian
*Ridgeway School***

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$1267.	\$1387.	\$1519.

**Head Custodian
*Whiting School***

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$1011.	\$1107.	\$1212.

**Head Custodian
*Regional Day School***

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$1011.	\$1107.	\$1212.

Head Groundskeeper

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$1686.	\$1846.	\$2021.

Groundskeeper/Custodian

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$1865.	\$2070.	\$2298.

Groundskeeper/Custodian/Sewer Plant

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$2573.	\$2818.	\$3085.

Groundskeeper/Custodian/Alternate Sewer Plant

<i>1989-90</i>	<i>1990-91</i>	<i>1991-92</i>
\$2200.	\$2410.	\$2639.

A. New employees shall serve a thirty (30) day probation period, on a time card basis. After successfully completing this period, he/she shall be placed on the guide. The probation period shall count for purposes of guide placement, vacation and longevity. People who are hired on a contract basis who have previously subbed, shall have a maximum of fifteen (15) days of the sub time counted towards the probation period.

B. Custodians with Black Seal or other special licenses shall receive a stipend of \$700.00 for 1989-90; \$750.00 for 1990-91; \$800.00 for 1991-92.

C. When called for Jury Duty, employees shall receive their regular pay, less Jury Duty stipend.

D. Drivers will receive their regular hourly wage for all court hearings outside of normal work day, including the summer, provided the driver filed the complaint.

E. Any driver or transportation aide required to have CPR certification as part of their job, will receive an additional yearly stipend of \$250.00.

ARTICLE XXXII

PRINTING OF AGREEMENT

The employer shall be responsible for having this Agreement duplicated in sufficient numbers to be distributed to all employees in the bargaining unit during the term of this Agreement. This shall be made available to the Union no less than thirty (30) days after the signing of the Agreement.

ARTICLE XXXIII

PLACEMENT ON GUIDE

33:1 Custodians and bus drivers will be placed on the Salary Guide according to the Board policy below:

33:1 POLICY FOR GIVING CREDIT FOR STEPS ON THE GUIDE FOR LESS THAN A FULL YEAR

A. 12 Month Employees

1. Any person employed by us prior to January 1st, will be given credit for a full year on the salary guide: i.e. in the beginning of the new fiscal year on July 1st, that person will move to the next step on the guide.

2. Any person beginning his employment on January 1st or after, will not be given credit for a step on the guide: i.e. in the new fiscal year commencing July 1st, he will remain on the same step, receiving only whatever difference may occur on the new guide.


B. 10 Month Employees

1. Any person employed by us prior to February 1st, will be given credit for a full year on the salary guide: i.e. in the beginning of the new fiscal year on July 1st, that person will move to the next step on the guide.

2. Any person beginning his employment on February 1st or after, will not be given credit for a step on the guide: i.e. in the new fiscal year commencing July 1st, he will remain on the same step, receiving only whatever difference may occur on the new guide.


N.B. The above policy is based on our fiscal year commencing on July 1st and terminating on June 30th. Both the Union and the Board shall share equally in duplicating costs.

THIS CONTRACT IS RATIFIED BY THE PARTIES LISTED BELOW



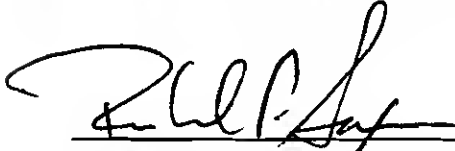
Harold C. Greenberg *President*
Manchester Township Board of Education

9/13/89
DATE



Ruth Forman *President*
**Manchester Township Supportive
Education Association, N.J.E.A.**

24 August 1989
DATE



Richard P. Saxer *Superintendent*
Manchester Township Public Schools

8/24/89
DATE

